

219660

STATE OF SOUTH CAROLINA

(Caption of Case)

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

COVER SHEET

Application of Big Truck 4 Hire, LLC for a Class E
(Household Goods) Certificate of Public Convenience
and Necessity for Operation of Motor Vehicle Carrier

DOCKET
NUMBER: 2009 - 189 - T

(Please type or print)
Submitted by: John J. Pringle, Jr.
Address: Ellis, Lawhorne & Sims, PA
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Columbia SC 29202

SC Bar Number: 11208
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Other:
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NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

- ☐ Emergency Relief demanded in petition
- ☐ Request for item to be placed on Commission's Agenda expeditiously
- ☐ Other:

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)		
<input type="checkbox"/> Electric	<input type="checkbox"/> Affidavit	<input checked="" type="checkbox"/> Letter	<input type="checkbox"/> Request
<input type="checkbox"/> Electric/Gas	<input type="checkbox"/> Agreement	<input type="checkbox"/> Memorandum	<input type="checkbox"/> Request for Certification
<input type="checkbox"/> Electric/Telecommunications	<input type="checkbox"/> Answer	<input type="checkbox"/> Motion	<input type="checkbox"/> Request for Investigation
<input type="checkbox"/> Electric/Water	<input type="checkbox"/> Appellate Review	<input type="checkbox"/> Objection	<input type="checkbox"/> Resale Agreement
<input type="checkbox"/> Electric/Water/Telecom.	<input type="checkbox"/> Application	<input type="checkbox"/> Petition	<input type="checkbox"/> Resale Amendment
<input type="checkbox"/> Electric/Water/Sewer	<input type="checkbox"/> Brief	<input type="checkbox"/> Petition for Reconsideration	<input type="checkbox"/> Reservation Letter
<input type="checkbox"/> Gas	<input type="checkbox"/> Certificate	<input type="checkbox"/> Petition for Rulemaking	<input type="checkbox"/> Response
<input type="checkbox"/> Railroad	<input type="checkbox"/> Comments	<input type="checkbox"/> Petition for Rule to Show Cause	<input type="checkbox"/> Response to Discovery
<input type="checkbox"/> Sewer	<input type="checkbox"/> Complaint	<input type="checkbox"/> Petition to Intervene	<input type="checkbox"/> Return to Petition
<input type="checkbox"/> Telecommunications	<input type="checkbox"/> Consent Order	<input type="checkbox"/> Petition to Intervene Out of Time	<input type="checkbox"/> Stipulation
<input checked="" type="checkbox"/> Transportation	<input type="checkbox"/> Discovery	<input type="checkbox"/> Prefiled Testimony	<input type="checkbox"/> Subpoena
<input type="checkbox"/> Water	<input type="checkbox"/> Exhibit	<input type="checkbox"/> Promotion	<input type="checkbox"/> Tariff
<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Expedited Consideration	<input type="checkbox"/> Proposed Order	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Administrative Matter	<input type="checkbox"/> Interconnection Agreement	<input type="checkbox"/> Protest	
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Interconnection Amendment	<input type="checkbox"/> Publisher's Affidavit	
	<input type="checkbox"/> Late-Filed Exhibit	<input type="checkbox"/> Report	

Print Form

Reset Form

ELLIS:LAWHORNE

John J. Pringle, Jr.
Direct dial: 803/343-1270
jpringle@ellislawhorne.com

October 15, 2009

FILED ELECTRONICALLY

The Honorable Charles L.A.. Terreni
Chief Clerk
South Carolina Public Service Commission
PO Drawer 11649
Columbia SC 29211

RE: Application of Big Truck 4 Hire, LLC for a Class E (Household Goods)
Certificate of Public Convenience and Necessity for Operation of
Motor Vehicle Carrier
Docket No. 2009-189-T, ELS File No. 2032-11668

Dear Mr. Terreni:

Enclosed are several late-filed exhibits filed by Big Truck 4 Hire, LLC in the above referenced docket. These include 1) a copy of the company's Cargo Insurance Policy declarations; 2) a revised tariff describing the application of cargo insurance to the services provided by the company and reflecting a number of suggestions by the Office of Regulatory Staff; 3) a revised balance sheet for the company and a personal financial statement for Kevin Cobbs, the sole owner of the Company; and 4) a document demonstrating increased liability insurance for the company.

Items 1-3 were requested by the Chair during the hearing in this Docket. Item 4 resulted from testimony in the hearing and a discussion of the Commission's insurance requirements. The company requests that Item 4 be considered as a late filed exhibit in this case also.

I have discussed these matters with Counsel for the Office of Regulatory Staff, and I am informed that the ORS does not object to the admission of Item 4 above.

Please let me know if any additional matters must be attended to at this time.

With kind regards, I am

Yours truly,



John J. Pringle, Jr.

JJP/cr

Attachments

cc: Jeff Nelson, Esquire (via electronic mail service)
Mr. Kevin Cobbs (via electronic mail service)

Exhibit One

COMMERCIAL MOTOR TRUCK CARGO COVERAGE PART DECLARATIONS

Policy No.: FC100/070074

Effective Date: 12/03/2008 **

Named Insured: BIG TRUCK 4 HIRE, LLC

12:01 A.M. Standard Time

LIMITS OF INSURANCE:			
A.	Motor Truck Cargo	\$	25,000 Maximum Any Covered Vehicle*
B.	Maximum Any One Loss	\$	25,000
* Covered Vehicle includes any scheduled truck or tractor and any trailer or semi-trailer while attached to the scheduled truck or tractor.			
RATE: \$		DEPOSIT PREMIUM is: 800.00	
PREMIUM is: 800.00		Minimum Premium for this coverage part: \$ 800.00	
DEDUCTIBLE:			
1.	\$ 250	Per Loss	
2.	%	of each loss subject to a minimum of \$	
3.	\$	Per covered item	
4.	\$	for refrigeration and heating breakdown	
LOCATION OF COVERED PREMISES:			
5130 E. PALMETTO STREET			
FLORENCE SC 29506			
SCHEDULE OF COVERED ITEMS:			
ITEM DESCRIBED ITEM		MANUFACTURER	SERIAL NUMBER LIMIT
1	1996 FREIGHT LINER TR		4U7M56M22T2112580 25,000
FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy): Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue: See Attached Schedule of Forms, FU001			

**Inclusion of Date Optional

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THIS INSURED AND THE POLICY PERIOD

COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

C. Duties In The Event Of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
10. Cooperate with us in the investigation or settlement of the claim.

D. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:

- a. We have reached agreement with you on the amount of the loss; or
- b. An appraisal award has been made.

6. We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. Pair, Sets Or Parts

1. Pair Or Set

In case of loss or damage to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

2. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

I. Reinstatement Of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

J. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance; or
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you.

This will not restrict your insurance.

GENERAL CONDITIONS

A. Concealment, Misrepresentation Or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. Control Of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and

2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

D. No Benefit To Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

E. Policy Period

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

F. Valuation

The value of property will be the least of the following amounts:

1. The actual cash value of that property;
2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

MOTOR TRUCK CARGO COVERAGE PART (SCHEDULED VEHICLES)

1. Liability Insured

We insure your liability for loss to property in transit while in or on a "covered vehicle", resulting from a cause of loss insured, while you are responsible for that property:

- a. Under a tariff, schedule of rates, bill of lading or shipping receipt; or
- b. Under a trip lease agreement.

2. Liability Not Insured

We do not insure your liability for loss to:

- a. Money, currency, gold or silver bullion or platinum;
- b. Securities or evidence of debt;
- c. Precious stones, jewelry or similar valuables;
- d. Live animals, except against death resulting from, or made immediately necessary by a cause of loss insured.
- e. Alcoholic beverages, automobiles, arms, butane, chlorine gas, containerized freight, explosives, gas (other than gasoline), hazardous waste, household goods, liquid gas transported under pressure, mobile homes, paintings or other work of art, processed tobacco, propane, shrimp or lobster.

However, exclusion e. does not apply to any of the above listed items if shown as a covered commodity in the Declarations for this Coverage Part or by separate endorsement attached to this policy.

3. Where Insurance Applies

Insurance applies only while the insured property is within the forty-eight (48) adjoining United States, the District of Columbia or Canada.

4. Causes of Loss Insured

We insure your liability for direct physical loss to covered property caused by or resulting from:

- a. Fire, lightning or explosion;
- b. Windstorm;
- c. Collision of the conveyance or its cargo with any other vehicle or object;
- d. Overturn of the conveyance;
- e. Collapse of bridge, wharf, dock, platform or culvert;
- f. Stranding, sinking, burning or collision of any regular ferry, including General Average and Salvage Charges;
- g. Flood, meaning the rising of any natural body of water;
- h. Theft, but excluding pilferage.
- i. Loading or unloading of a "covered vehicle" by you or your employees.

5. Causes of Loss Not Insured

We do not insure any loss caused by or resulting from:

- a. Loss of market or loss of use;
- b. Deterioration arising from delay, unless the delay is the direct result of a loss we insure;
- c. (1) Declared or undeclared war, civil war, insurrection, rebellion, revolution or warlike acts by a military force. Discharge of a nuclear weapon shall be deemed to be a warlike act, even if accidental;
(2) Destruction, seizure or use of property by a military force or any governmental authority;
- d. Nuclear reaction, nuclear radiation or radioactive contamination, however caused. We will, however, pay for a loss caused by a resulting fire.

6. Debris Removal and Earned Freight

We will pay the following in addition to any other amount payable under this policy:

- a. Your necessary expense, not to exceed \$2,500 for the removal of cargo debris which results from a loss we insure;
- b. Freight charges, not to exceed \$1,000, which you have earned but cannot collect as a result of a loss we insure.

7. Limits of Liability

We will not be liable for more than the least of the following amounts, less the deductible amount:

- a. The valuation as shown in condition e. "Valuation" of Commercial Inland Marine General Conditions form CIM 15 01; or
- b. The maximum amount for which you are liable under the tariff, schedule of rates, bill of lading, shipping receipt or trip lease agreement applicable to the property damaged and by a Cause of Loss Insured; or
- c. The limit per vehicle shown in the Declarations.

However, if more than one "covered vehicle" is involved in one loss, the maximum we will pay is the maximum per loss limit shown in the Declarations (subject to the limit in a, b and c above per vehicle).

8. Deductible

Our obligation to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated on the Declaration Page as applicable to such coverage.

We may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

9. Reimbursement

You must reimburse us for any payment we make solely because of a Federal, State or Provincial filing we have made under the policy on your behalf. Reimbursement must be made within ten (10) days of our notice to you.

10. Definitions

"Covered vehicle" means any truck or tractor which is shown in the schedule in the Declarations Page for this Coverage Part. It also includes:

- a. A vehicle which replaces one listed. You must report the change to us as soon as you can;
- b. A temporary substitute for a disabled scheduled vehicle;
- c. A newly acquired additional vehicle, if all your other vehicles are scheduled. You must report the new vehicle to us within thirty (30) days from the date you acquire it. Premium will be charged from the date of acquisition;
- d. A vehicle of another carrier transporting property for which you are liable under an interline agreement with the other carrier.
- e. A trailer or semi-trailer while attached to a "covered vehicle"..

Exhibit Two

Big Truck 4 Hire, LLC
PO Box 7387
Florence, SC 29502
Phone: (843) 496-9577 Fax: 1(866) 319-3986 Email: cobbsk@gmail.com

Tariff

Option 1) Truck and all moving equipment only (NO labor included).

200 cubic feet of truck space = \$35 up to 45 minutes
400 cubic feet of truck space = \$60 up to 1.5 hours
600 cubic feet of truck space = \$80 up to 2 hours
800 cubic feet of truck space = \$95 up to 3 hours

Additional wait time is billed @ \$15 per ½ hour

Minimum Drive Time/Mileage: Charge of \$15 (½ hour minimum drive time) applied when distance from truck's current location to load point exceeds five miles, plus standard \$1 per mile fuel fee for each mile from load point to unload point.

Cargo insurance will not cover damage to goods that occurs when goods are being packed and loaded by the Customer.

Option 2)

Rate to include labor: 2-hour minimum, then billed in ½ hour increments

Minimum may be waived if I am already at the customers' current location (i.e. I am already @ the store when I meet the customer and they want the item moved immediately)

\$40 for 1 man per hour \$80 for 2 men per hour \$100 for 3 men per hour

\$125 for 4 men per hour

\$30 for each additional man-hour above 4 men

\$30 per hour for each additional truck

Minimum Drive Time/Mileage: Charge of \$20 (½ hour minimum drive time) applied when distance from truck's current location to load point exceeds five miles, plus standard \$1 per mile fuel fee for each mile from load point to unload point.

Wait time is same as hourly rate

Small safe /fire proof file cabinet/ gun safe (without guns) \$50 with move in addition to standard hourly rate

Large safe /fire proof file cabinet/ gun safe (without guns) \$100 with move in addition to standard hourly rate (if mover chooses to accept)

Large / Heavy items (i.e. large TV, upright piano, tanning bed, non-slate pool table, etc.)

\$125 with move in addition to standard hourly rate

Baby Grand piano \$125 with move in addition to standard hourly rate (if mover chooses to accept)

Truck or warehouse Storage \$125 per night

Packing / Unpacking is billed @ standard hourly rate plus cost of material

All items listed above that are moved separately will be billed @ 2 hours minimum labor

Mover reserves the right to decline to move any excessively heavy or delicate items

Bookshelves inevitably lose some their support after being moved

Payment options are cash, certified funds, and credit cards (4% surcharge for a credit card, which represents a pass-through to customer of those fees billed to Mover)

Exhibit Three

BIG TRUCK 4 HIRE, LLC

Assets			Company owns its truck and equipment outright and has no other expenses other than Insurance
Cash		\$ 1,300.00	
Real Estate		\$ -	
Receivables		\$ 400.00	Avg monthly income for small jobs
Buildings & Equip		\$ 3,000.00	
Motor Vehicles		\$ 12,000.00	
Garage Equipment		\$ -	
Machinery and Tools		\$ 200.00	
Supplies on Hand		\$ 100.00	
Prepays and other assets		\$ 2,856.00	Ins premiums paid to date
Total Assets		\$ 19,856.00	
Liabilities & Equity			
Accounts Payable		\$ -	
Notes Payable		\$ -	
Mortgages Payable		\$ -	
Equipment Obligations		\$ -	
Accrued Salaries & Wages		\$ -	
Other Accrued Obligations		\$ -	
Other Liabilities		\$ -	
Total Liabilities		\$ -	
Total Equity		\$ 19,856.00	
Total Liabilities & Equity		\$ 19,856.00	

Exhibit Four

GMAC Insurance

October 7, 2009

BIG TRUCK 4 HIRE LLC
PO BOX 7387
FLORENCE SC 29502

RE: Proof of Insurance
Integon General Insurance Company
A GMAC Insurance Company

POLICY: scc 7892439
Effective: 120308 EXP 120309

To Whom It May Concern:

The above policyholder is covered under the following policy scc 7892439. The policy has increased coverage of 750 csl on it with GMAC on the date of 093009. The policy is active as of today. There has been no lapse in coverage on this policy.

96 FRHT STRAIGHT 4UZM56M22T2112580

For BIG TRUCK 4 HIRE LLC

If any additional information is needed please feel free to contact our office at 1-877-468-3488.

Sincerely,


Tammie Dawkins-Smith
GMAC Insurance

500 W Fifth Street • PO Box 3300 • Winston-Salem, NC 27102-3300 •
Telephone 336-770-2000